

**E-163-15****Contract Details**

SERVICE Summer Soccer Programs

NIFS ID #: CQDA15000015

NIFS Entry Date: 07/23/15 Term: 06/01/2014 to 12/31/2015

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name  Family & Children's Association, Inc.	Vendor ID# 11-3422018
Address 100 E. Old Country Road, Suite 24 Mineola, NY 11501	Contact Person Mary Ann Vassallo  Phone (516) 746-0350 ext 319

County Department
Department Contact  ADA Dana Boylan
Address 262 Old Country Road Mineola NY 11501 Phone (516) 571-2608

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Rwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	7/23/15 7/24/15	Vicki Cook J. M. Ste	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>		William L. Lott	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket-resolution
8/14/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/14/15	G. Amatore	
8/14/15	County Attorney	CA Approval as to form <input type="checkbox"/>	8/14/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/14/15	Concetta A. Petrucci	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
8/26/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	8/26/15		

**Contract Summary**

RECEIVED  
MASSACHUSETTS  
CLERK OF THE LEGISLATURE

**Description:** Summer Soccer Programs for At-Risk Youth (2014-2015)

**Purpose:** The services to be provided by the Contractor under this Agreement shall consist of conducting a summer soccer program for at-risk youth in the New Cassel area of Nassau County. This program is intended to increase socialization between Latinos, African-Americans, and Haitians, reduce gang involvement and foster good citizenship.

**Method of Procurement:** Family and Children's Association agreed to run the program after the previous vendor declined to continue the program in 2013.

**Procurement History:** We issued a Request for Proposals in 2011. Long Beach Reach was the only organization to express an interest in running the program. When they dropped the program in 2013, we contacted several agencies, none of whom would agree to take over operation. Family and Children's Association agreed to run the program at our request.

**Description of General Provisions:** Total contract amount of \$28,486 to cover operating expenses for both the 2014 and 2015 seasons.

**Impact on Funding / Price Analysis:** None, project is funded through forfeiture money.

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA 89
Resp:	1B
Object:	DE
Transaction:	CQ

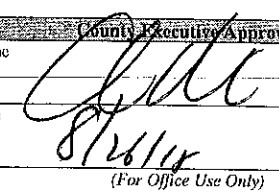
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$28,486.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$28,486.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH DE500	\$28,486.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$28,486.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name		Name	Date 8/26/14
Date		Date	(For Office Use Only)
			E #:

RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF THE DISTRICT ATTORNEY AND FAMILY AND  
CHILDREN'S ASSOCIATION, INC.

WHEREAS, the County has negotiated a personal services agreement  
with Family and Children's Association, Inc. to conduct a summer soccer  
program for at risk youth in the New Cassel area of Nassau County, a copy  
of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Family and Children's Association, Inc.

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : Y

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 07 2015 JULY 2015 GRANT END DATE: 12/31/2999 A

GRANT : DA89 CIVIL FORFEIT-PENAL-LAW OFFEN

GRANT DETAIL : 1B CIVIL FORFEIT-PENAL-LAW OFFEN

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
BE	INVEST INCOME	28,594	12,794		-15,800
SA	STATE AID - REIMB	396,755	129,569		-267,186
	REVENUE TOTAL	425,349	142,363		-282,986
AA	SALARIES, WAGES &	200,000			200,000
BB	EQUIPMENT		25,123	437,161	-462,284
DD	GENERAL EXPENSES		201,139	110,336	-311,475
DE	CONTRACTUAL SERVIC	125,349	128,555	651,897	-655,103

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 G010 - PRIOR PAGE DISPLAYED

LINK TO:

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

: 113422018 01 FAMILY AND CHILDRENS ASSOCIATION

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	07/02/2015	136P	VDHS15000742	01	BHGRTF100FSA	DE511		07 2015	
	05/26/2015	FCA-HICKS-APR 15						07 2015	-31,029.55
	07/02/2015	136P	VDHS15000755	01	BHGRT9CX2FED	DE511		07 2015	
	05/27/2015	FCA MH APR2015						07 2015	-31,552.03
	07/02/2015	136P	VDSS15000367	01	SSGEN7600	TT714		07 2015	
	06/04/2015	*FAMILY TIES/JAN/15*						07 2015	-74,606.46
	07/07/2015	136P	VDHS15000799	01	HSGEN1324	DE511		07 2015	
	06/04/2015	OT005 - APRIL 2015						07 2015	-15,908.62
	07/07/2015	136P	VDSS15000368	01	SSGEN7600	TT714		07 2015	
	07/02/2015	*FAMILY TIES/FEB/15*						07 2015	-148,363.79
	07/07/2015	136P	VDSS15000371	01	SSGEN7600	TT714		07 2015	
	07/01/2015	*FAMILY TIES/MARCH/15*						07 2015	-143,698.85

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G014 - RECORD FOUND

LINK TO:

ACTIVE

FISCAL MO/YEAR : 06 2015 JUNE 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113422018 01 FAMILY AND CHILDRENS ASSOCIATION

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	06/01/2015	136P	VDHS15000575	01	BHGRT9CX2FED	DE511		06 2015	
	06/01/2015	FCA	MH MAR 2015						-33,078.65
	06/01/2015	136P	VDSS15000246	01	SSGEN7600	TT714		06 2015	
	06/01/2015	*FAMILY SOLUTIONS/MARCH/15*							-115,758.48
	06/01/2015	136P	VDSS15000248	01	SSGEN7600	TT702		06 2015	
	06/01/2015	*PI-NASSAU/FEB/15*							-19,118.06
	06/02/2015	136P	VDHS15000581	01	HSGEN1324	DE511		06 2015	
	04/29/2015	OTO05 - JANUARY 2015							-4,418.09
	06/03/2015	136P	VDHS15000603	01	HSGEN1324	DE511		06 2015	
	05/01/2015	OTO05 - FEBRUARY 2015							-13,304.08
	06/03/2015	136P	VDSS15000267	01	SSGEN7600	TT702		06 2015	
	06/03/2015	*PI- NASSAU/ADDL/2014*							-181.24

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LINK TO:

ACTIVE

FISCAL MO/YEAR : 05 2015 MAY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113422018 01 FAMILY AND CHILDRENS ASSOCIATION

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	05/06/2015	109	CAHS15000008	01	HSGEN1200	DE511		05 2015	
			CSE SAFE, EISEP						186,147.00
	05/06/2015	109	CAHS15000009	01	HSGEN1200	DE511		05 2015	
			FCA 2015 CSE						66,000.00
	05/06/2015	103	CQHS15000015	01	HSGEN1200	DE511		05 2015	
			2015 FCA HIICAP						266,857.00
	05/07/2015	136P	VDHS15000401	01	HSGEN1219	DE511		05 2015	
	04/28/2015	*12/14	FCA SR.FINANCIAL*						-24,644.25
	05/07/2015	136P	VDHS15000401	02	HSGEN1209	DE547		05 2015	
	04/28/2015	#12/14	FCA SR.FINANCIAL#						-11,324.61
	05/07/2015	136P	VDHS15000461	01	BHGRTF100FSA	DE511		05 2015	
	04/07/2015	575-5/MAR/15	*000080*						-3,760.60

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LINK TO:

ACTIVE

FISCAL MO/YEAR : 04 2015 APR 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113422018 01 FAMILY AND CHILDRENS ASSOCIATION

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	04/03/2015	136P	VDHS15000119	01	BHGRT9CX2FED	DE511		04 2015	
	03/30/2015	FCA-FAM	CNTR-DEC 14						-55,338.65
	04/03/2015	136P	VDSS15000030	01	SSGEN7600	TT714		04 2015	
	02/10/2015	*FAMILY	SOLUTIONS/DEC/14*						-141,713.92
	04/06/2015	103	CQHS15000017	01	HSGEN1200	DE511		04 2015	
			FCA CONGREGATE MEALS 2015						211,121.00
	04/07/2015	136P	VDHS15000225	01	BHGRTF100FSA	DE511		04 2015	
	02/25/2015	575-2/JAN/15	*00034A*						-1,397.93
	04/08/2015	109	CLSS15000027	01	SSGEN7600	TT714		04 2015	
			PINS DIVERSION SERVICES						1,502,705.00
	04/08/2015	109	CLSS15000027	02	SSGEN7600	TT702		04 2015	
			PROJECT INDEPENDENCE SERVICES						278,814.00

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LINK TO:

ACTIVE

FISCAL MO/YEAR : 03 2015 MAR 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113422018 01 FAMILY AND CHILDRENS ASSOCIATION

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	03/04/2015		136P VDHS15000205	01	BHGRTF100FSA	DE511		03 2015	
	02/25/2015		FCA-2015 ADV					03 2015	-621,183.00
	03/04/2015		136P VDPB14000043	01	PBGRT78X1FED	DE500		03 2015	
	03/02/2015		FCA JJ FRONT-END JULY 2014 CLAIM					03 2015	-5,988.66
	03/04/2015		136P VDSS14001020	01	SSGEN7600	TT714		03 2015	
	03/04/2015		*FAMILY SUPPORT/NOV/14*					03 2015	-21,456.97
	03/06/2015		136P VDHS14002595	01	HSGEN1601	DE511		03 2015	
	03/06/2015		FCA-HEMP-DEC 14					03 2015	-28,554.20
	03/06/2015		136P VDHS15000280	01	BHGRTF100FSA	DE511		03 2015	
	03/06/2015		FCA HEMP JAN 2015					03 2015	.00
	03/09/2015		136P VDHS15000291	01	BHGRTF100FSA	DE511		03 2015	
	03/09/2015		FCA-HICKS-JAN 15					03 2015	.00

F1-HELP

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LINK TO:

ACTIVE

FISCAL MO/YEAR : 02 2015 FEB 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113422018 01 FAMILY AND CHILDRENS ASSOCIATION

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	02/03/2015	136P	VDPB14000033	01	PBGRT79X1NYS	DE500		02 2015	
	02/03/2015	FCA	STSJP FEBRUARY 2014 CLAIM						-13,657.93
	02/04/2015	136P	VDHS14002466	01	HSGEN1324	DE511		02 2015	
	02/04/2015	OH209	- NOVEMBER 2014						-5,438.41
	02/05/2015	136P	VDHS14002434	01	HSGEN1219	DE511		02 2015	
	02/05/2015	*11/14	FCA EISEP*						-32,074.43
	02/05/2015	136P	VDPB14000032	01	PBGRT79X1NYS	DE500		02 2015	
	02/05/2015	FCA	STSJP JANUARY 2014 CLAIM						-14,625.17
	02/10/2015	136P	VDHS14002319	01	HSGEN1211	DE511		02 2015	
	02/10/2015	*5/14	FCA HEAP & SAFE*						-4,609.29
	02/10/2015	136P	VDHS14002319	02	HSGEN1213	DE511		02 2015	
	02/10/2015	#5/14	FCA HEAP & SAFE#						-3,201.26

F1-HELP

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G014 - RECORD FOUND

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: FAMILY AND CHILDREN'S ASSOCIATION  
CONTRACTOR ADDRESS: 100 E. Old Country Rd, Suite 24, Mineola, NY 11501  
FEDERAL TAX ID #: 11-3422018

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

### II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. (See attached Staff Summary).
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached) (See attached Staff Summary).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. CMS673A, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. (See Advisement/Staff Summary for procurement information.)

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

07/24/15  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers/Prof. Services Contracts: Rev. 02/04



MADELINE SINGAS  
ACTING  
DISTRICT ATTORNEY

OFFICE OF  
THE DISTRICT ATTORNEY  
NASSAU COUNTY

**To:** Nassau County Comptroller's Office

**From:** Jeffrey M. Stein  
Chief Administrative Officer

**Date:** 07/24/15

**Re:** Justification for Vendor Selection

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The subcontractor has been performing these services since 2013. The District Attorney's Office issued a request for proposal in 2011. At that time, Long Beach Reach submitted the only proposal. Long Beach Reach operated the program in 2011 and 2012. Long Beach Reach informed the District Attorney's Office that it could no longer run the program in 2013. Several community and/or non-profit organizations were contacted at that time, but none expressed an interest in taking over the program. Family and Children's Association agreed to run the program at the request of the District Attorney's Office and has done so in a satisfactory manner.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Family and Children's Association, Inc., a New York State not-for-profit corporation, having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the District Attorney has received civil forfeiture funds to be utilized for various project activities and programs; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on June 1, 2014, and terminate on December 31, 2015, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of conducting a summer soccer program for at-risk youth in the New Cassel area of Nassau County. This program, which is further described in Attachment A, will increase socialization between Latinos, African Americans and Haitians within the New Cassel area, with the ultimate goal of reducing gang proliferation and fostering good citizenship through the teaching of Foundations of Good Character. Character education facilitated by Law Enforcement personnel to foster critical thinking skills and positive decision making to help participants avoid gang involvement and entry into the criminal justice system will be an integral part of the program.

(b) The Contractor shall screen all officers, directors, employees, servants, agents or independent contractors of the Contractor (a "Contractor Agent") having direct contact with students through the New York State Sex Offender Registry (the "Registry"). No Contractor Agent listed in the Registry shall be employed to provide services under this Agreement. The Contractor shall immediately notify the Department of any changes to any Contractor Agents status under the Registry and shall immediately remove said Contractor Agent from providing services under this Agreement.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Twenty-Eight Thousand Four Hundred Eighty-Six dollars (\$28,486.00) payable as per the attached budget, Attachment B.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination; (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the first month following the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report.

(g) Reallocation Among Line Items: The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any Contractor Agent be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As



used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. The Contractor shall obtain any and all applicable permits, licenses and approvals including, but not limited to those with the County Department of Health. In furtherance of the foregoing, the Contractor is bound by and shall comply with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c)

deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

**16. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.**

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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**17. Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**18. Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

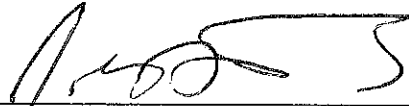
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION,  
INC.

By:   
Name: Jeffrey L. Reynolds, Ph., CEAP, SAP  
Title: President/CEO  
Date: June 24, 2015

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

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PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
\_\_\_\_\_

On the 24th day of June in the year 2015 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Mary A. Chiz

**MARY A. CHIZ**  
**Notary Public, State of New York**  
**No. 01CH6163683**  
**Qualified in Nassau County**  
**Commission Expires April 2, 2019**

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
\_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



**ATTACHMENT A**

**FAMILY AND CHILDREN'S ASSOCIATION, INC.**  
**Summer Soccer Collaborative**

**PROPOSAL:**

**Submitted by: Family and Children's Association.**

**Submitted To: Nassau County District Attorney's Office**

The following proposal is submitted in order to request \$28,486.00 for a soccer program to be conducted in New Cassel's "Bunky" Reid Park during the summers of 2014 and 2015. The 2014 and 2015 soccer programs will be held during the months of July and August.

**PURPOSE:**

The purpose of the program is to increase socialization between Latino, African American and Haitian youth and families within the New Cassel area, with the ultimate goal of reducing gang proliferation. We intend to foster good citizenship through the teaching of the Foundations of Good Character. Character education facilitated by Law Enforcement personnel to foster critical thinking skills and positive decision making to help participants avoid gang involvement and entry into the criminal justice system will be an integral part of the program. The majority of the coaches will be selected from the New Cassel area as recommended through the Westbury High School soccer program. The Students will receive a stipend and learn leadership, organization, interviewing and resume writing. The youth registered to participate in soccer will also receive school supplies to aid them in their transition back to school.

**COLLABORATIVE PARTNERS:**

Family and Children's Association  
Westbury Union Free School District  
Nassau County District Attorney's Office  
Town of North Hempstead Parks and Recreation

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## **PARTNER CONTRIBUTIONS:**

### **Family and Children's Association.**

Oversee the program

Hire, train and pay all staff (*by stipend or otherwise*)

Provide all insurance

### **Nassau County District Attorney's Office**

Will provide funding to pay for the Coordinator, Head Coaches, Administrative Assistant, up to 7 Assistant Coaches, certain equipment and miscellaneous supplies, as well as administrative expenses at 15% of the Nassau County District Attorney's portion as shown in the attached Budget (Attachment B) and will provide training sessions for the staff in teaching the Foundations of Good Character.

### **Westbury Union Free School District**

Will provide recommendations of students to work and will assist to register students for camp.

### **Town of North Hempstead**

Will provide a field with lavatory facilities at "Bunky" Reid Park and 4 soccer field goals.

**ATTACHMENT B**  
**PAGE 1**

<b>2014 BUDGET: NEW CASSEL/ WESTBURY YOUTH SUMMER SOCCER PROGRAM</b>					
<b>Position</b>	<b>Hourly Rate</b>	<b>Hours per week (each)</b>	<b>Number of weeks</b>		<b>Total</b>
<b>Coordinator</b>	<b>\$18.00</b>	<b>15</b>	<b>6</b>		<b>\$1,620.00</b>
<b>Head Coach #1</b>	<b>\$14.00</b>	<b>15</b>	<b>6</b>		<b>\$1,395.00</b>
<b>Head Coach #2</b>	<b>\$13.00</b>	<b>15</b>	<b>6</b>		<b>\$1,260.00</b>
<b>Asst. Coaches 1- 9</b>	<b>\$10.00</b>	<b>15</b>	<b>6</b>		<b>\$6,300.00</b>
<b>Adm. Asst. 1</b>	<b>\$15.50</b>	<b>15</b>	<b>6</b>		<b>\$1,395.00</b>
				<b>Total Personnel</b>	<b>\$11,970.00</b>
<b>Sports equipment, balls, cones, first aid kit &amp; school supplies, snacks, folders, awards</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>\$415.00</b>
<b>Administrative Expenses 15%</b>					<b>\$1,858.00</b>
				<b>Total</b>	<b>\$14,243.00</b>

**\*Agreement allows for substitution of assistant coaches to maintain a total of 7 assistant coaches on each day. Hours may vary as long as line item total is not exceeded and the reallocation is in accordance with section 3(g) of this Agreement.**

**ATTACHMENT B**  
**PAGE 2**

<b>2015 BUDGET: NEW CASSEL/ WESTBURY YOUTH SUMMER SOCCER PROGRAM</b>					
<b>Position</b>	<b>Hourly Rate</b>	<b>Hours per week (each)</b>	<b>Number of weeks</b>		<b>Total</b>
<b>Coordinator</b>	<b>\$18.00</b>	<b>15</b>	<b>6</b>		<b>\$1,620.00</b>
<b>Head Coach #1</b>	<b>\$14.00</b>	<b>15</b>	<b>6</b>		<b>\$1,395.00</b>
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<b>Asst. Coaches 1- 9</b>	<b>\$10.00</b>	<b>15</b>	<b>6</b>		<b>\$6,300.00</b>
<b>Adm. Asst. 1</b>	<b>\$15.50</b>	<b>15</b>	<b>6</b>		<b>\$1,395.00</b>
				<b>Total Personnel</b>	<b>\$11,970.00</b>
<b>Sports equipment, balls, cones, first aid kit &amp; school supplies, snacks, folders, awards</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>\$415.00</b>
<b>Administrative Expenses 15%</b>					<b>\$1,858.00</b>
				<b>Total</b>	<b>\$14,243.00</b>

**\*Agreement allows for substitution of assistant coaches to maintain a total of 7 assistant coaches on each day. Hours may vary as long as line item total is not exceeded and the reallocation is in accordance with section 3(g) of this Agreement.**

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.



As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Jeffrey L. Reynolds (Name)

100 East Old Country Road, Mineola, NY 11501 (Address)

(516) 746-0350 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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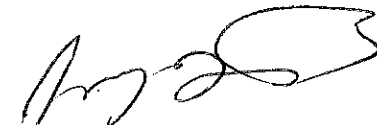
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

New York State Department of Labor Claim was made against Family and Children's  
Association and Nassau County totaling \$226,000 for back wages related to benefit  
time accrued by a class of FCA/Nassau Employees who were terminated in 2012.  
The claim remains unresolved.

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 24, 2015  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Jeffrey L. Reynolds  
Name of Chief Executive Officer

Sworn to before me this

24<sup>th</sup> day of June, 2015.

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6183683  
Qualified in Nassau County  
Commission Expires April 2, 20 19

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Family and Children's Association

Address: 100 East Old Country Road

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Charitable Organization ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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(a) Name, title, business address and telephone number of lobbyist(s):

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N/A

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 24, 2015

Signed: 

Print Name: Jeffrey L. Reynolds

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

BOARD & OFFICER HOME ADDRESSES							
Title	First Name	Last Name	State	Home Address	Home Town	Home Zip	Officer Title
Mr.	Donald	Abrams	NY	2817 Lindenmere Drive	Merrick	11566	
Mr.	Peter J.	Bogan	NY	20 Channel Pond Court	Southampton	11968	
Mr.	Daniel	Brown	NY	351 Plandome Road	Manhasset	11030	
Mr.	Rich	Cavallaro	NY	6 Castle Harbor Road	Huntington Bay	11743	
Ms.	Rosanne	Cavallaro	NY	6 Castle Harbor Road	Huntington Bay	11743	
Mr.	Robert	Schwerdel	NY	283 Wheatley Road	Old Westbury	11568	Board of Trustees, Treasurer
Mr.	Drew	Crowley	NY	24 Laurel Cove Road	Oyster Bay Cove	11771	Board of Trustees, Chairman
Mr.	David	Landau	NY	61 Ascot Court	Manhasset	11030	
Mr.	Charles	Strain	NY	151 Hampton Road	Garden City	11530	
Mr.	H. Richard	Grafer	NY	132 Country Club Drive	Port Washington	11050	Board of Trustees, Vice Chairman
Mr.	Daniel	Griesmeyer	NY	171 Cedarshore Drive	Massapequa	11758	
Ms.	Judy	Sandford Guise	NY	26 Countisbury Ave.	North Valley Stream	11580	Board of Trustees, Secretary
Ms.	Janet	Henriquez-Marcic	NY	33 Croyden Road	Mineola	11501	
Mr.	Michael	Monahan	NY	23 Sherwood Drive	Huntington	11743	
Ms.	Dorothy	Jacobs	NY	228 Washington Avenue	Island Park	11558	
Mrs.	Angela	Jaggar	NY	50 West Creek Farms Road	Port Washington	11050	
Mr.	Bernard	Kennedy	NY	PO Box 761	Point Lookout	11569	
Mrs.	Hope	Lapsley	NY	19 Wellington Road	Locust Valley	11560	
Ms.	Donna	Lewis	NY	115 West Roosevelt Avenue	Roosevelt	11575	
Mr.	Nicholas	Lizanich	NY	33 Scarborough Drive	Smithtown	11787	
Mr.	Gerard	Jones	NY	6 Heatherwood Court	Dix Hills	11746	
Mr.	Joseph	Patellaro	NY	300 E. 56th Street, Apt. 22J	New York	10022	
Ms.	Patricia	Pryor Bonica	NY	7 Wunaquit Drive	Bayville	11709	
Mr.	Scott	Treiber	NY	112 Blair Street	Oyster Bay Cove	11771	
Ms.	Delores	Smalls	NY	377 King Street	Westbury	11590	
Mr.	William	Thornton	NY	106 Patchogue Holbrook Road	Ronkonkoma	11779	
Mr.	Wayne	Wink, Esq.	NY	1127 Old Northern Blvd.	Roslyn	11576	
Mr.	Jeffrey	Reynolds	NY	2 Angelica Court	Hauppauge	11788	FCA President/CEO
Ms.	Mary Ann	Vassallo	NY	10 Pondview Drive Apt 20	East Patchogue	11772	FCA Chief Financial Officer
Mr.	Donald	Holden	NY	47 Guilford Road	Port Washington	11050	FCA Chief Development Officer





## Nassau County Interim Finance Authority

### Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Family and Children's Association

2. Dollar amount requiring NIFA approval: \$ 28,486.00

Amount to be encumbered: \$ 28,486.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 06/01/14 - 12/31/15

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Budgeted under previous grant-funded contract. Grant funding reallocated.

4. Funding Source:

☐ General Fund (GEN) ☒ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP)  
☐ Other  
Federal %         
State % 100  
County %       

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Summer soccer program for at-risk youth in the New Cassel area of Nassau County. The program is intended to increase socialization between different racial and ethnic groups, and to reduce gang influence.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☒ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☒ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

Submitted for approval 07/24/15.

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQDA15000008 \$269,248.00 - Re-entry Coordinator, Outreach & Internships  
CQDA14000010 \$20,000.00 - Re-entry Counseling & Employment Assistance

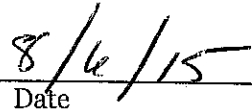
## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.



Signature

Title



Date

Print Name

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature

Title

Date

Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature

Title

Date

Print Name

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**